

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

LANE FILGER

Plaintiff,

TOM DENIC doing business as
MGM CLASSIC CARS

No.

COMPLAINT

Plaintiff, Lane Filger, (“Plaintiff”), by his attorneys, complains against Tom Denic (“Denic”) as follows:

PARTIES

1. At all relevant times, Plaintiff, was and is a California citizen residing at 211 Calle Cortez, San Clemente, California. Plaintiff was and currently is domiciled in and a permanent resident of California.

2. At all relevant times, Denic has done business as MGM Classic Cars and he was and is doing business at his principal place of business of 150 S Church Street (E), Addison, IL. Addison, IL is in this district.

3. At all relevant times including the date of filing this action, Denic was and currently is a citizen of Illinois. At all relevant times including the date of filing this action, Denic was, and currently is domiciled in and a permanent resident of Illinois.

4. This Court has jurisdiction over this matter pursuant to 28 U.S.C. 1332 as Plaintiff and Denic are completely diverse and the amount in controversy exceeds \$75,000.00, excluding costs and interest. Plaintiff suffered over \$75,000.00 in damages, which includes total out of pocket

payments to date of \$42,310.50, loss value of what Denic was promised to build, aggravation, inconvenience, and emotional distress damages, totaling in excess of \$75,000.00. Plaintiff is also entitled to punitive damages of more than \$50,000.00 due to the willful and wanton nature of the Denic's misconduct.

5. Venue is proper in this district under 28 U.S.C. 51391 because the events, misrepresentations and omissions giving rise to Plaintiff's claims against Denic occurred in this district.

FACTS

6. On or about 2/1/21 Plaintiff agreed to pay Denic \$65,000.00 for Denic's "1970 Chevrolet Chevelle BUILD—NEW BULD 2021" ("Build"). The Build was to commence and be completed in in 2021. Exhibit 1.

7. Pursuant to the terms of the Purchase, on or about 2/1/21, Plaintiff paid Denic \$35,000.00. Exhibit 1.

8. Plaintiff attempted to contact Denic numerous times in 2021 and 2022 to determine the status of the Build. Specifically, on 9/13/2021, 10/18/2021, 12/15/2022, 6/4/2022, 9/19/2022 and 9/22/2022 Plaintiff attempted to reach Denic. Except for the 9/19/2022 contact when Denic asked Plaintiff to pay an additional \$20,00.00 for a total Build price of \$85,000.00 as advance payments.

9. As of January 2023, the Build has neither been completed nor commenced. To date, Denic has failed and refused to return Plaintiff's \$35,000.00 payment to him.

10. Denic misrepresented and/or omitted that the Build would be undertaken in 2021 and be completed in 2022. Instead, Denic had no intention of providing the Build, did not intend to provide the Build for original purchase price of \$65,000.00 and had no intention of returning

Plaintiff's \$35,000.00 payment. This scheme to "sell" Plaintiff the Build, was a premeditated plan or operation whereby Denic would extract monies from Plaintiff and use those monies to fund other operations or plans of Denic resulting in a "pyramid sales scheme" as defined by the Illinois Consumer Fraud Act.

11. Had Plaintiff known the truth about Denic's true intentions with respect to the Build, Plaintiff would not have purchased the Build and would not have paid Denic \$35,000.00.

12. As a result of Denic's material misrepresentations, half-truths, and/or knowing omissions of material facts, including the false statements regarding the commencement of the Build and completion of the Build, Plaintiff decided to purchase the Build.

13. In November 2022, Plaintiff's counsel sent an email to and left 2 phone messages with Denic demanding the return of Plaintiff's money.

14. In addition to Plaintiff paying Denic \$35,000.00, Plaintiff has incurred \$7,310.50 in out of pocket expenses, plus loss value of what Denic was promised to build, aggravation, inconvenience, and emotional distress damages in connection with the New Build.

15. Denic agreed to provide Plaintiff a newly built 1970 Chevrolet Chevelle.

16. Denic intentionally failed to perform Build.

17. Plaintiff was damaged due to Denic's misrepresentation.

18. Denic owes Plaintiff the value of a newly built 1970 Chevrolet Chevelle for the actual damages.

COUNT I

(Violation of the Illinois Consumer Fraud and Deceptive Business Practice Act)

19. Plaintiff repeats and realleges Paragraphs 1-20 herein.

20. The Illinois Consumer Fraud and Deceptive Business Practices Act (“Consumer Fraud Act”), 815 ILCS 505/2, states in relevant part that:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact . . . in the conduct of any trade or commerce are hereby declared unlawful...

21. Plaintiff is a consumer within the meaning of 815 ILCS 505/1(e).

22. Denic’s offering for sale of a newly built 1970 Chevrolet Chevelle constituted the sale of merchandise and commerce as defined by 815 ILCS 505/1(b).

23. Denic misrepresented the following material facts in violation of the Consumer Fraud Act: Denic had no intention of providing the Build, did not intend to provide the Build for original purchase price of \$65,000.00 and had no intention of returning Plaintiff’s \$35,000.00 payment. This scheme to “sell” Plaintiff the Build, was a premeditated plan or operation whereby Denic would extract monies from Plaintiff and use those monies to fund other operations or plans of Denic resulting in a “pyramid sales scheme” as defined by the Illinois Consumer Fraud Act.

24. MGM and Denic knowingly failed to disclose that it/they had no intention of providing the Build, did not intend to provide the Build for original purchase price of \$65,000.00 and had no intention of returning Plaintiff’s \$35,000.00 payment.

25. MGM and Denic intended for Plaintiff to rely on their misrepresentations, half-truths, and/or omissions of material fact. MGM and Denic knew that a consumer, like Plaintiff, would not have paid \$35,000.00 for purchased the Build, if he knew of its true condition.

26. Had Plaintiff known the truth, he would not have purchased the Build and would have paid \$35,000.00 to Denic.

27. As a direct and proximate result of Denic's misrepresentations, Plaintiff has suffered damages of at least \$75,000.00 including, but not limited to, the present value of the Build.

28. Denic's conduct was willful and wanton, calling for the imposition of a substantial punitive damages award to punish and deter similar conduct in the future, and to stop Denics from continuing to defraud consumers.

WHEREFORE, Plaintiff requests that the Court enter judgment in his favor and against Denic as follows:

- A. Actual damages in an amount to be proven at hearing;
- B. The costs incurred in this litigation, including expert fees;
- C. Attorneys' fees;
- D. Aggravation and inconvenience damages;
- E. Punitive damages; and
- F. Any other relief that the Court deems just and proper.

LANE FILGER

By: /s/ Vincent DiTommaso
One of his attorneys

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EXHIBIT 1

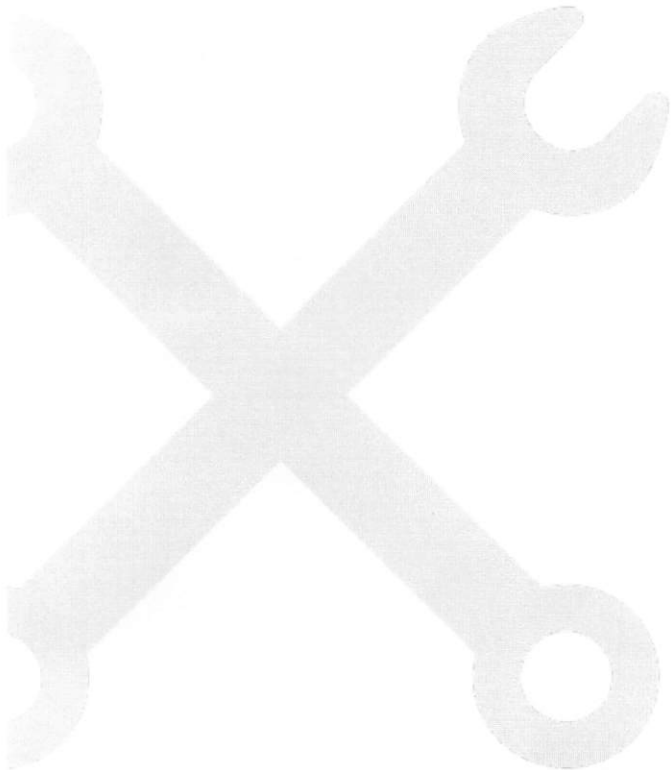


150 S Church St (E)
Addison, IL, 60101
(847) 848-1850
bestofbest71@yahoo.com
MGMclassiccars.com
All sales are final
Sold in as is condition
No refunds no returns

Invoice

Invoice No:	351
Date:	02/01/2021
Terms:	NET 1
Due Date:	02/02/2021

Bill To: Lane Filger
211 Calle Cortez
San Clemente, CA, 92672
+1 (949) 291-9339



Description	Quantity	Rate	Amount
1979 Chevrolet Chevelle BUILD NEW BUILD 2021	1	\$65,000.00	\$65,000.00
Build Outline			
Original 1970 Chevelle Nut and Bolt			
Rotisserie restored Body 5 coats Basecoat /			
clear coat GM Black White Rally Stripes			
Undercarriage painted, Satin Black			
Interior			
Standard Black interior.			
Tilt Steering column			
SS Dash with Tach			
Bucket Seats			
New seat covers front and rear			
SS Center Console and SS Shifter			
SS steering wheel			
Argent door strikers			
New Carpet Black			
New headliner			
New round dome light			
New sail panels			
New Sun visors.			
New package tray			
Dash pad black			
New door sills			
New dash pad			
New seatbelts front/back			
New SS door panels front and rear			
Sound Deadening entire vehicle			
Vintage Air conditioning and heat			
Auto sound system w/ blue tooth			
(2) 6x9 speakers in rear deck			
Exterior			
New glass and chrome trim			
Wheel well trim			
New marker lights			
New door and trunk locks			
New door handles			
New emblems and SS Badging			
New Front and Rear bumpers			
New rear SS rubber bumper pad			
LED Dual Mirrors/LED rear Taillights			
New Weatherstripping entire car			
15" SS Magnum Billett wheels			
BF Goodrich TA Radial tires			
New 2" Cowl Induction hood			
Cowl induction emblems			
Functional flapper door			

Description	Quantity	Rate	Amount
SS Hood pins			
Frame			
Custom painted frame			
Tubular Control-Arms			
New Coils springs			
New front shocks.			
Front & Rear GM disc brakes.			
New brake lines.			
New brake hoses.			
New fuel lines.			
New gas tank with new sending unit			
Rearend			
Rebuilt 12 Bolt rear-end Posi Traction			
New rear disc brakes and parking brake			
Engine compartment			
Custom Painted engine Compartment.			
Smooth/Flat firewall			
Argent color hood hinges			
454 big block engine rebuilt			
Holley Sniper EFI System			
Hoses, belts, fluids			
New Black Hedman Headers			
Dual Turbo exhaust system			
Custom painted engine detail.			
New 3 core Aluminum Radiator.			
Dual Electric cooling fans.			
New battery New Master cylinder.			
New brake booster			
Hood hinges painted black			
New Power steering gearbox			
New power steering pump			
Automatic 700R4 Transmission			
Or 4 Speed manual transmission			
New Driveshaft New u-joints			
Subtotal			\$65,000.00
TAX 0%			\$0.00
Total			\$65,000.00
Paid			\$35,000.00
Balance Due			\$30,000.00

Payment Instructions

\$35,000 deposit

\$20,000 mid way

Balance on payments